

22705 2190 75420

Vacant Land Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2\* Joyce Ann Harney Voss ("Seller")
3\* and Realty Team of Lee County, Inc DBA RE/MAX Realty Team - ("Broker").

4 1. Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property
5 (collectively "Property") described below, at the price and terms described below, beginning
6\* 11/5/19 and terminating at 11:59 p.m. on 11/5/20 ("Termination Date"). Upon
7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge
9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 2. Description of Property:
13\* (a) Street Address: 166 SE 15th Ter, Cape Coral FL 33990
14
15\* Legal Description: Cape Coral Unit 24 BLK 1014 PB 14 PG 64 Lots 19 + 20
16\* See Attachment
17 (b) Personal Property, including storage sheds, electrical (including pedestal), plumbing, septic systems, water
18 tanks, pumps, solar systems/panels, irrigation systems, gates, domestic water systems, gate openers and
19 controls, fencing, timers, mailbox, utility meters (including gas and water), windmills, cattle guards, existing
20 landscaping, trees, shrubs, and lighting:
21\* See Attachment
22 (c) Occupancy:
23\* Property is [X] is not currently occupied by a tenant. If occupied, the lease term expires

24 3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller:
25\* (a) Price: \$35,000.00
26\* (b) Financing Terms: [X] Cash [X] Conventional [ ] VA [ ] FHA [ ] USDA [ ] Other (specify)
27\* [ ] Seller Financing: Seller will hold a purchase money mortgage in the amount of \$
28\* with the following terms:
29\* [ ] Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ plus
30\* an assumption fee of \$. The mortgage is for a term of years beginning in
31\* at an interest rate of % [ ] fixed [ ] variable (describe)
32\* Lender approval of assumption [ ] is required [ ] is not required [ ] unknown. Notice to Seller: You may
33 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
34 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
35 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.
36\* (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed % of the
37 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

38 4. Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property until a sales
39 contract is pending on the Property.
40 5. Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
41 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
42 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller
43 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,
44 terms, and financing information on any resulting sale for use by authorized Board / Association members and
45 MLS participants and subscribers unless Seller directs Broker otherwise in writing.

46 6. Broker Authority: Seller authorizes Broker to:
47 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless
48 limited in (6)(a)(i) or (6)(a)(ii) below.
49 (Seller opt-out) (Check one if applicable)
50\* (i) [ ] Display the Property on the Internet except the street address.
51\* (ii) [ ] Seller does not authorize Broker to display the Property on the Internet.

Seller (JAHV) and Broker/Sales Associate ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 4.
VLLA-3 Rev 6/17
Serial#: 045999-300157-2535973

(Handwritten signature)



52 **Seller** understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on  
53 the Internet will not see information about the Property in response to their search.

54\* \_\_\_\_\_ / \_\_\_\_\_ **Initials of Seller**

- 55 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller**  
56 signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.
- 57 (c) Obtain information relating to the present mortgage(s) on the Property.
- 58 (d) Provide objective comparative market analysis information to potential buyers.
- 59\* (e) (Check if applicable)  Use a lock box system and/or gate code to show and access the Property. A lock  
60 box or gate does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller**  
61 agrees that the lock box or gate is for **Seller's** benefit and releases **Broker**, persons working through **Broker**,  
62 and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any  
63\* damage or loss that occurs.  Withhold verbal offers.  Withhold all offers once **Seller** accepts a sales  
64 contract for the Property.
- 65 (f) Act as a transaction broker unless a different relationship is or has been established in writing.
- 66 (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These  
67 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or  
68 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.  
69 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews  
70 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or  
71 comments and reviews about this Property.
- 72\*  **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such  
73 estimate) to be displayed in immediate conjunction with the listing of this Property.
- 74\*  **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or  
75 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

76 **7. Seller Obligations and Representations:** In consideration of **Broker's** obligations, **Seller** agrees to:

- 77 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to  
78 **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- 79 (b) Provide **Broker** accurate information about the Property of which **Seller** may be aware, including but not  
80 limited to utility availability, presence of or access to water supply, sewer or septic system, problems with  
81 drainage, grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor,  
82 smoke, etc.), utility or other easements, shared driveways, encroachments from or on adjacent property,  
83 zoning, wetland, flood hazard, tenancies, cemetery/grave sites, abandoned well, underground storage  
84 tanks, presence of protected species, or nests of protected species.
- 85 (c) Provide **Broker** access to the Property and make the Property available for **Broker** to show during reasonable  
86 times.
- 87 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- 88 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,  
89 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**  
90 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box or gate  
91 code; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision  
92 that a broker who was not compensated in connection with a transaction is entitled to compensation from  
93 **Broker**. This clause will survive **Broker's** performance and the transfer of title.
- 94 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- 95 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not  
96 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such  
97 material facts (local government building code violations, unobservable defects, etc.) other than the following:

98\* \_\_\_\_\_  
99 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- 100 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign  
101 reporting requirements, and other specialized advice.
- 102 (i) **Seller** represents that **Seller** is not aware of any notice of default recorded against the Property; any  
103 delinquent amounts due under any loan secured by or other obligation affecting the Property; any bankruptcy,  
104 foreclosure, insolvency, or similar proceeding affecting the Property; any litigation, arbitration, administrative  
105 action, government investigation, or other action that affects or may affect **Seller's** ability to transfer the  
106 Property; any current, pending, or proposed special assessments affecting the Property; any planned public  
107 improvements which may result in special assessments; or any mechanics' liens or material supplier liens  
108 against the Property.

109 Seller (JAHV) and Broker/Sales Associate ([Signature]) acknowledge receipt of a copy of this page, which is Page 2 of 4.

VLLA-3 Rev 6/17

Serial#: 045999-300157-2535973

©2017 Florida Realtors®

Form  
Simplicity

- 109 **8. Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing,  
110 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other  
111 terms acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):  
112\* (a) 6% of the total purchase price plus \$195.00 OR \$ \_\_\_\_\_, no  
113 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's  
114 fee being earned.  
115\* (b) \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option  
116 is exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this  
117 subparagraph.  
118\* (c) \_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or  
119 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a  
120 contract granting an exclusive right to lease the Property.  
121 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
122 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether  
123 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the  
124 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to  
125\* cancel an executed sales contract. (3) If, within 30 days after Termination Date ("Protection Period"),  
126 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom  
127 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.  
128 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another  
129 broker.  
130\* (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive 50% (50% if  
131 left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to  
132 exceed the Paragraph 8(a) fee.
- 133 **9. Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission  
134 Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage  
135 agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The  
136 broker's lien rights under the act cannot be waived before the commission is earned.
- 137 **10. Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if  
138 compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate  
139 with all other brokers except when not in Seller's best interest and to offer compensation in the amount of  
140\*  3% of the purchase price or \$ \_\_\_\_\_ to a single agent for the buyer;  3% of the  
141\* purchase price or \$ \_\_\_\_\_ to a transaction broker for the buyer; and  3% of the purchase  
142\* price or \$ \_\_\_\_\_ to a broker who has no brokerage relationship with the buyer.  
143\*  None of the above. (If this is checked, the Property cannot be placed in the MLS.)
- 144 **11. Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If  
145 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct  
146\* expenses incurred in marketing the Property, and pay a cancellation fee of \$0.00 \_\_\_\_\_ plus  
147 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph  
148 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property  
149 during the time period from the date of conditional termination to Termination Date and Protection Period, if  
150 applicable.
- 151 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other  
152 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be  
153 settled by first attempting mediation under the rules of the American Mediation Association or other mediator  
154 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover  
155 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  
156\* **Arbitration:** By initialing in the space provided, Seller (JAHV), Sales Associate ([Signature]), and Broker ([Signature])  
157 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which  
158 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator  
159 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this  
160 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will  
161 equally split the arbitrator's fees and administrative fees of arbitration.
- 162 **13. Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives,  
163 administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This  
164 Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations

Seller (JAHV) and Broker/Sales Associate ([Signature]) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 4.

165 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and  
166 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.  
167 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories  
168 of potential or actual transferees.

169\* **14. Additional Terms:** Seller instructs Broker to include the following wording on the listing under the 'Agent to  
170 Agent confidential remarks': "All offers shall be on Florida Realtor Vacant Land Contract VAC-10".

171 \_\_\_\_\_  
172 Seller instructs Broker to enter the wording: "Title Company shall be: Fidelity National Title of Florida, Inc. 3515  
173 Del Prado Blvd S, Suite 105, Cape Coral FL 33904. Phone 239.945.6790, fax: 239.945.4853, email:  
174 Danielle.Sheppard@fnf.com." under Buyer Agents confidential instructions. This can be changed at anytime by  
175 written instructions from Seller.

176 \_\_\_\_\_  
177 Broker understands that Agent has reduced the transaction fee from \$495 to \$195 due to Seller is a referred  
178 customer and that Agent will pay any difference.

179 \_\_\_\_\_  
180 Minimum commission shall be \$1000.

181 Listing will go 'active,' by entering into the MLS, within 2 days from when the this Agreement has been Executed.  
182 The Listing Date on the listing in the MLS will be the date of input.

183\* **Seller's Signature:**  *Joyce Ann Starny Voss* Date: Nov. 6, 2019

184\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

185\* Address: \_\_\_\_\_

186\* Email Address: \_\_\_\_\_

187\* **Seller's Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

188\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

189\* Address: \_\_\_\_\_

190\* Email Address: \_\_\_\_\_

191\* **Authorized Sales Associate or Broker:** *[Signature]* Date: 11/12/19

192\* Brokerage Firm Name: Realty Team of Lee County, Inc DBA RE/MAX Realty Tea Telephone: 239.242.2000

193\* Address: 2326 Del Prado Blvd S, Cape Coral FL 33990

194\* 

Copy returned to <b>Seller</b> on <u>11/12/19</u> by <input type="checkbox"/> email <input type="checkbox"/> facsimile <input checked="" type="checkbox"/> mail <input type="checkbox"/> personal delivery.
---

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Seller (JAHV) (\_\_\_\_\_) and Broker/Sales Associate ([Signature]) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 4.

VLLA-3 Rev 6/17

Serial#: 045999-300157-2535973

©2017 Florida Realtors®

Form  
Simplicity



RE/MAX Realty Team  
2326 Del Prado Blvd, S  
Cape Coral, FL 33990  
(239) 242-2000

Upon the closing of the sale on \_\_\_ 166 SE 15<sup>th</sup> Ter, Cape Coral FL 33990 \_\_\_ additional costs may be required from you, as seller, in the form of closing costs. Listed below are major closing cost items which may be payable by your pursuant to the contract which you are about to sign.

**Expense of Seller:**

- Attorney fees (as desired)
- Owner's title insurance policy
- Preparation of deed
- State documentary stamps on deed (.70 per \$100)
- Realtor marketing fee
- Prorated property taxes
- Prorated maintenance fees
- Existing mortgage balance
- ~~\$495~~ Transaction Fee **\$195** *dc*
- Structural home/pest damage/other repairs
- FRIPTA - Foreign Investors (10%)

**Escrow Deposit Checks:** Escrow deposit checks will be deposited immediately upon receipt with a Florida Title Closing Company. In the event a refund becomes necessary, the funds will be returned when the check clears the bank and releases have been signed by all parties.

The undersigned acknowledge(s) that this written notice was read and signed before any Contract to List property has been signed

Date: November 6, 2019

Seller Joyce Ann Harney Voss

Seller \_\_\_\_\_

# Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®



## TRANSACTION BROKER NOTICE

As a transaction broker, Deborah 'Deb' Cullen REMAX Realty Team and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

November 6, 2019  
Date

Joyce Ann Harvey Cross  
Signature

\_\_\_\_\_  
Signature

Copy returned to **Customer** on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:  personal delivery  mail  E-mail  facsimile.

This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**Wire Fraud Prevention Notice**



Brokerage Name: REMAX Realty Team

**Never trust wiring instructions via email**

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply.

Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. **In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

Buyer/Seller Name (Print): Joyce Ann Harney Voss

Buyer/Seller Signature: Joyce Ann Harney Voss

Date: November 6, 2019



## Seller's Estimate Net Proceeds

Property: 166 SE 15th Ter, Cape Coral FL 33990

CREDIT:

Sale Price \$35,000.00

CHARGES:

Estimate Mortgage Payoff		\$0.00
Recording costs		\$30.00
Closing/Settlement fees		\$485.00
Commission	6%	\$2,100.00
Title Insurance		\$300.00
Transaction Fee		\$195.00
State Florida Doc Stamp on Deed (70¢ per 100)		\$245.00
Assessment Balance		\$4,332.09
Prorated Taxes	year 2019	prorated

Total Credits: \$35,000.00

Total Charges: \$7,687.09

Seller's estimated Net Proceeds: \$27,312.91

The figures above reflect an estimate of the Seller's Net Proceeds should the property sell at the indicated sale price. I understand that these are just estimates and that all closing costs may not be reflected above. I understand that I will received an exact itemization of the closing cost from the Closing Agency at the time of closing.

Joyce Ann Barney Joss  
(Seller)

Date November 6, 2019

\_\_\_\_\_  
(Seller)

Date \_\_\_\_\_